



वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
Council of Scientific & Industrial Research
राष्ट्रीय वांतरिक्ष प्रयोगशालाएं
National Aerospace Laboratories

Invitation for e-Bids / Notice Inviting e-Tender

Tender No. NAL/PUR/ACD/230/25 (AMC)

Date: 11/02/2026

CSIR - National Aerospace Laboratories (NAL), Bengaluru, Republic of India, is one of the premier research laboratories under aegis of Council of Scientific and Industrial Research (CSIR), an autonomous body under the Department of Scientific and Industrial Research, Government of India, New Delhi. CSIR-NAL is a Science and Knowledge based Research, Development and Consulting Organization. It is internationally known for its excellence in Scientific Research in Aerospace Engineering.

The Director, CSIR-NAL invites e-bids from the Manufacturers, their distributors and Indian Agent of Foreign Principals, if any, for the procurement of the following Goods/Services for its day-to-day research

Sr. No.	Brief Description of material (s)	Unit	Quantity
1	Annual Maintenance Contract for Water Jet Cutting Machine, (Model: Maxiém 2040) AMC Period: 3 year	Nos	1
Please refer Annexure for detailed scope of work.			
Only OEM or their Authorized representative(s) of OEM shall participate in the tender.			

Type of Bid	Single Bid
Performance Security	3% of the order value
Bid Security (EMD) (in INR)	Bid Security Declaration should be enclosed with the quotation

1. The Schedule for Submission of e-Bids and Opening of e-Bids is as follows:

Date & Time of Submission of e-Bid	10/03/2026 - 11.00 Hrs
Date and Time of Opening of e-Bid	10/03/2026 - 11.30 Hrs

2. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the Government e-Marketplace Portal i.e., <https://gem.gov.in>. **The submission of e-Bids will be only through the GeM portal <https://gem.gov.in>. Bids will not be accepted in any other form.**
3. Interested bidders' may obtain further information from the office of the:
Stores & Purchase Officer
Purchase Section
CSIR- National Aerospace Laboratories
PB No.1779, HAL Airport Road, Kodihalli, Bengaluru – 560017
Karnataka-India
Tel #: 080 25086040/6041, Fax #: 080 25269611
Email : purchasek@nal.res.in
4. The prospective bidders' should adhere to deadlines specified in Tender details corresponding to this Tender on GeM portal <https://gem.gov.in>.

पी वी संख्या : 1779, एचएएल एयरपोर्ट रोड, बेंगलूरु-560 017, भारत / P.B.No. 1779, HAL Airport Road, Kodihalli, Bengaluru-560 017, INDIA

फोन / Phone (का/ Off.): +91-80-2508 6040-45, फैक्स/ Fax: +91-80-2526 9611



CSIR-National Aerospace Laboratories, Bengaluru - 560 017, India

5. **Bid Security (BS) / Earnest Money Deposit (EMD):**

The bidders has to furnish/submit BID SECURING DECLARATION as per the FORMAT, in the name of “The Director, National Aerospace Laboratories, Bengaluru”, without which the bid is liable to be rejected.

6. **Open Tender enquiry:**

Only Local suppliers with prescribed local content as detailed in DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th Sep, 2020 and subsequent orders issued by Ministry of Finance, Government of India from time to time, are eligible for bidding. bidders’ must enclose the certificate declaring the local content of supplies as per the format.

7. **Global Tender Enquiry:**

Either the Indian Agent on behalf of the Foreign Principal or the Foreign Principal can bid directly in a tender but **not** both. However, the offer of the Indian Agent should also accompany the authorisation letter from their principal. To maintain sanctity of tendering system, one Indian Agent **cannot** represent **two** different foreign principals in one tender.

- (a) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry.

One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:

i)	The Principal manufacturer directly or through one Indian agent on his behalf; and
ii)	Indian/foreign agent on behalf of only one principal.

- (b) Foreign bidders’ must disclose the name and address of agent and representative in India and Indian bidders’ must disclose their foreign principal or associates.

- (c) If bidders’ is Indian Agent of Foreign Principal, the following instruction shall be complied and as amended from time to time as on the date of issue of Tender.

i)	Bidders’ must necessarily comply with conditions of “Make in India” Order No.F-45021/2/2017-PP (BE-II) dated 16-Sep-2020 of Ministry of Commerce and Industry, Government of India, as amended from time to time on the date of issue of Tender.
ii)	The bidders’ shall comply with restrictions under Rule 144(xi) of the GFR 2017 related to restrictions on participation of Foreign bidders’ and their Authorised Indian Agent/Dealer in terms of Order No.P-45021/112/2020-PP(BE-II) (E-43780) dated 24-Aug-2020 of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of Order.

Note: Kindly refer to the first page of Notice Inviting Tender for tender type/mode of procurement and submit the bid accordingly

9. The bids of those bidders’ failing to comply the following clauses will be summarily rejected.

- (a) The bidders’ proposing to supply finished products directly/indirectly from bidders’ of Countries sharing the land border with India should submit copy of registration done with the Ministry of Home Affairs and Ministry of External Affairs

- (b) If the products supplied are not from bidders’ of Countries sharing Land border with India, the bidders’ should enclose a declaration

- (c) The debarment of a bidders’ in this tender, if any, is reciprocal of that Principal’s Country, if it is Import.

Note: Kindly refer to the first page (NIT) for tender type (i.e. Open Tender Enquiry / Global Tender Enquiry) and submit your bid accordingly.

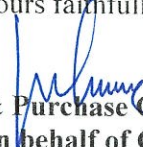
10. As per Govt. of India procurement policies,
- The purchaser intends to give purchase/service preference to local supplies (Preference to Make in India) in case the cost of procurement is up to Rs.50.00 (fifty) lakhs.
 - The procuring entity intends to give purchase/service preference to products/goods manufactured by micro, small and medium enterprises.
11. Bidders' are requested to refer to the instructions regarding Procurement Policies for "Make in India", issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion dated. 28-May-2018, and 4-Jun-2020 and guidelines as and when issued.
12. Printed conditions, if any, submitted along with the quotation shall not be binding on us.
13. Bidders' to certify the quoted price is not higher than the price quoted with other Government Institution for similar specifications and quantity during the current financial year.
14. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

Mandatory fields in Tax Invoice and Receipt Vouchers	
Invoice Number and Date	Name, address and GSTIN of the supplier
Shipping and billing Address	Customer Name & GSTIN [CSIR-NAL] Bank Details
HSN Code/SAC Code	Place of Supply
Taxable value and discounts	Item details i.e. description, quantity (number), unit, the total value
Signature of the Supplier	Rate and amount of taxes i.e. CGST/SGST/IGST

15. Kindly, note CSIR-NAL GST No.29AAATC2716R1ZB. The bidders are requested to furnish their GST no. in their invoice, failing which NAL will not be able to make the timely payment.
16. Unsolicited / conditional / unsigned Quotations/Quotations received after the due date and time shall be summarily rejected. The bidders shall comply the terms and conditions of the tender, failing which, the offer shall be liable for rejection.
17. The prospective bidders' are requested to refer to the Standard Terms and Conditions available on NAL Internet (www.nal.res.in) under the icon Tender-Purchase before formulating and submitting their bids'
18. The Director, CSIR-National Aerospace Laboratories (NAL), Bengaluru, India reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reasons there for.

Thanking you,

Yours faithfully,


Stores & Purchase Officer
For and on behalf of CSIR-NAL

SCOPE OF WORK

FOR ANNUAL MAINTENANCE CONTRACT OF WATERJET CUTTER MACHINE. (MODEL: MAXIEM 2040)

I. Preventive Maintenance: 2 times in a year equally spaced (i.e. one visit in every 6 months) for 2 (two) days.

II. Breakdown Maintenance: Breakdown visit will be made as and when required.

Visit should be arranged within 2 working days of receipt of notice from NAL.

III. The following tasks will be carried out during every preventive maintenance visit:

- 1) Check and replace seals, Back up Rings Balls, Seats and outlet Retainers in the pump.
(Required after 500 hours of pump running)
- 2) Inspect Plungers and other hardware for cracks or abnormal wear when dismantling the pump.
- 3) Change the water filters.
- 4) Change oil in the Myers Crankcase.
- 5) Replace seals and/or hardware in Dump valve.
- 6) Replace seals and/or hardware in the Nozzle valve.
- 7) Inspect all the Swivels.
- 8) Clean the air filters inside the Electrical cabinet.
- 9) Check the home position of the table.
- 10) Cleaning and X , Y and Z drives.
- 11) Checking of bulk abrasive feeding hopper for proper functioning.
- 12) Checking & Overhauling of X, Y, Z drives for jerk free movement within soft limits.
- 13) Inspecting the R.O system & change the water filters in RO System.
- 14) Upgrading of software (if any new version released by OMAX)

Tender No.: NAL/PUR/

BID-SECURING DECLARATION FORM

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
(b)	having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Tender No.: NAL/PUR/

Format for declaration by the Bidder for Code of Integrity & Conflict of Interest (This declaration should be furnished on the Bidders Letter Head

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir/Madam,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no Conflict of Interest.

The details of any previous transgressions of the Code of Integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a)
- b)
- c)

We undertake that we shall be liable for any punitive action in case of transgression / contravention of this code.

Thanking you,

Yours Sincerely,

Signature
(Name of the Authorised Signatory)
Company Seal

Tender No.: NAL/PUR/

SELF CERTIFICATION

With reference to Clause No. 1.1.3, of this tender and GoI, Ministry of Finance Order No.: F. No. 6/18/2019-PPD, dated 23rd July, 2020, on "Restrictions under Rule 144 (xi), of the General Financial Rules (GFRs)", & OM No. F. No. 18/37/2020-PPD, dated 8th February, 2021, and as amended from time to time on the date of issue of Tender:

It is certified that

- ☐ We are not a bidder of a country which shares a land border with India.

OR

- ☐ We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD, dated 23rd July 2020. Copy of valid registration is attached.
- ☐ Tick as applicable

Place:

Date:

Authorised Signatory Name:
Company Seal

TERMS & CONDITIONS

Tender No.		
Sl. No.	Approximate weight of the Consignment	Approximate dimensions of the consignment
1		
2	Indian Customs Tariff No. and HSN No. (ICT & HSN No.)	
3	Country of Origin	
4	Percentage of Local Content	
5	Annual Turnover	
6	Type of Supplier	
7	Mode of Shipment By Air/SEA/Road/e-download	
8	Port of Destination	Final Destination
9	Delivery Term (INCO Term), as the case may be	
10	Delivery Schedule including Supply, Installation, Commissioning, Training & Acceptance	
a)	Delivery of the Item BoQ/NIT [In weeks/Days/Months] from the date of PO/LC/ILC/ Advance [Mention the appropriate term]	
b)	Installation & Commissioning from the date of Delivery of item [In weeks/Days/Months]	
c)	Training from the date of Installation & Commissioning of item [In weeks/Days/Months]	
d)	Acceptance from the date of Training [In weeks/Days/Months]	

11	Installation & Commissioning (if any) Quoted Price inclusive or exclusive	
12	Training (if any) Quoted Price inclusive or exclusive	
13	Partial Shipment [If partial shipment required, the charges incurred towards partial shipment to be borne by Bidder]	
14	Payment Term	
15	Currency of Bid/Quotation	
16	Statutory Levies [GST/IGST or any other taxes, duties] % of tax to be mentioned.	
17	Bidder GST No.	
18	Bidder Bank Details along with Cancelled cheque	
19	Insurance Coverage	
20	Warranty	
21	Agree to submit Performance Security, if any	

22	Validity of offer	
23	Order to be placed [Full address, Tel #, Fax #, Email Id, Contact Person]	
24	Nature of the item [to be specified] Hazardous/Radio Active/ Perishable/ Dangerous/ Shelf-life or any other	
25	Bidder to mention in the quote, any special carrier requirement is necessary for transport viz Special License, ODC etc.,	
26	Any other	
27	Total Price quoted as per BoQ/Price Schedule/List of Deliverables exclusive of tax	
28	Total Price quoted as per BoQ/Price Schedule/List of Deliverables inclusive of tax	
Note:	Unit Price indicating currency FOB (named port of shipment or FCA (named place of delivery)	

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-03-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Scientific And Industrial Research (dsir)
संगठन का नाम/Organisation Name	Council Of Scientific And Industrial Research (csir)
कार्यालय का नाम/Office Name	Csir-national Aerospace Laboratories, Bengaluru
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - AMC FOR WATER JET CUTTING MACHINE; MAXIEM; Annual Maintenance Contract (AMC); Six-Monthly; No
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

THE DIRECTOR, CSIR-NAL
CSIR-National Aerospace Laboratories, Bengaluru, Department of Scientific and Industrial Research (DSIR),
Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology
(The Director)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1771412242.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1771412248.pdf](#)

Product/Equipment Details:[1771412268.pdf](#)

Customized AMC/CMC For Pre-owned Products - AMC FOR WATER JET CUTTING MACHINE; MAXIEM; Annual Maintenance Contract (AMC); Six-Monthly; No (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	AMC FOR WATER JET CUTTING MACHINE
Product Brand	MAXIEM
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Six-Monthly
Manpower Required	No
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	E Damodara	560017,Old Airport Road, Kodihalli, Bangalore - 560 017,	1	Number of months within the contract period for which service is required : 36

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bid Securing Declaration Form and other Annexures as per Tender Document
2. Techno commercial terms and conditions

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7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

9. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

10. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

11. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---